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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**In re Application of:** Vogels et al.

**Serial No.:** 09/214,836

**Filed:** October 4, 1999

**For:** MELANOMA ASSOCIATED  
PEPTIDE ANALOGUES AND VACCINES  
AGAINST MELANOMA

**Confirmation No.:** 8137

**Examiner:** S. Rawlings

**Group Art Unit:** 1642

**Attorney Docket No.:** 2578-4230US

NOTICE OF EXPRESS MAILING

Express Mail Mailing Label Number: EV348041166US

Date of Deposit with USPS: May 27, 2003

Person making Deposit: Matthew Wooton

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OFFICE OF PETITIONS

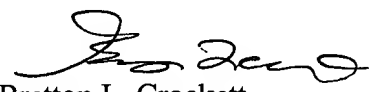
RENEWED PETITION UNDER 37 CFR 1.137(b)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

In response to the Decision on Petition mailed April 18, 2003, Applicants attach their Request for Reconsideration, or in the Alternative, Renewed Petition to Revive.

Respectfully submitted,

  
Bretton L. Crockett  
Registration No. 44,632  
Attorney for Applicant(s)  
TRASKBRITT, P.C.  
P.O. Box 2550  
Salt Lake City, Utah 84110-2550  
Telephone: 801-532-1922

Date: May 27, 2003  
BLC/bv



**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re Application of:**

Figdor et al.

**Serial No.:** 09/214,836

**Filed:** October 4, 1999

**For:** MELANOMA ASSOCIATED PEPTIDE  
ANALOGUES AND VACCINES AGAINST  
MELANOMA

**Examiner:** S. Rawlings, PhD

**Group Art Unit:** 1642

**Attorney Docket No.:** 2578-4230US

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**REQUEST FOR RECONSIDERATION, OR IN THE ALTERNATIVE,  
RENEWED PETITION TO REVIVE**

Mail Stop PETITION  
Commissioner for Patents  
Post Office Box 1450  
Alexandria, VA 22313-1450

Commissioner:

The Decision on Petition under 37 CFR § 1.137(b) mailed April 18, 2003 has been received. Applicants respectfully request the dismissal of the Petition to Revive filed March 31, 2003 be reconsidered. Applicants respectfully submit that in light of the additional information presented herein, the Petition to Revive fulfills the requirements for grantability and should be granted.

As stated in the Decision at page 1, a grantable petition under 37 CFR § 1.137(b) must be accompanied by:

- (1) the required reply,
- (2) the petition fee,
- (3) a statement that the entire delay in filing the required reply from the due date until the filing of a grantable petition pursuant to 37 CFR § 1.137(b) was unintentional, and
- (4) a terminal disclaimer and fee if the application was filed on or before June 8, 1995 or if the application is a design application.

The decision noted that each of these requirements was met. However, the petition was denied as a petition to revive under 37 CFR § 1.137(b) must be signed by "a registered attorney or agent, all the inventors, or an assignee with a 100% ownership interest in the application" (Decision at page 1).

Applicants respectfully submit that the Petition to Revive was signed by an assignee with a 100% ownership interest in the application and should be granted. The Petition to Revive was signed by Bart Klein, in his capacity as the Vice President Intellectual Property and Licensing of Crucell Holland B.V. and, as explained in the following paragraphs, the chain of title to Crucell Holland B.V. is established under 37 CFR § 3.73 by the attached Exhibits.

In the present application, a single assignment was recorded with the Office on November 12, 1999. This assignment, recorded at reel/frame 010378/0160 assigned the application from the inventors, Carl Gustav Figdor and Gosse Jan Adema to Akzo Nobel, N.V. No other assignments have been recorded with the Office. Provided herewith as Exhibit A is a copy of an Assignment from Akzo Nobel N.V. to Introgene B.V. Attached as Exhibit B is a Statement by Akzo Nobel N.V., executed by P.C. Schalkwijk, Director of Intellectual Property, and P.H. van Deursen, Senior Patent Attorney, establishing that under an agreement reached in 1999 the rights to US Patent Application No. 09/214,836 were transferred from Akzo Nobel B.V. to Introgene B.V. These documents establish that Introgene B.V. was the assignee with a 100% ownership interest in the application from that time.

Attached as Exhibit C is a Copy of a Statement About Articles of Association, dated July 12, 2002 by Robert Jan Jozef Lijdsman, civil law notary in Amsterdam. This Statement documents the name change of Introgene B.V. to Crucell Holland B.V. Applicants respectfully submit this documentary evidence establishes the chain of title from the inventor to Crucell Holland B.V., as required by 37 CFR § 3.73. Copies of these documents are being submitted to the assignment division for recording on this same date.

Serial No.: 09/214,836

The undersigned states he is authorized to sign this submission establishing ownership of this application by Crucell Holland B.V. on its behalf.

As Crucell Holland B.V. was, and is, the assignee with 100% ownership in the application, the Petition to Revive was signed by a proper party under 37 CFR § 1.137(b). Accordingly, it is respectfully requested the Petition to Revive be granted and the application revived.

In the event that this request for reconsideration is refused, Applicant respectfully request this Request for Reconsideration, or in the Alternative, Renewed Petition to Revive be treated as a Renewed Petition to Revive. The required Statement and Reply were submitted with the Petition to Revive. The Petition Fee, if needed, along with any other required fees may be charged to Deposit Account No. 20-1469.

If questions should remain, or more information is needed after consideration of the foregoing, the Petitions Attorney is kindly requested to contact applicants' attorney at the address or telephone number given herein.

Respectfully submitted,



Bretton L. Crockett  
Registration No. 44,632  
Attorney for Applicants  
TRASKBRITT, PC  
P. O. Box 2550  
Salt Lake City, Utah 84110-2550  
Telephone: (801) 532-1922

May 23, 2003

**PATENT**

**ATTORNEY DOCKET NO.: VEOC.002.00US**

**ASSIGNMENT OF PATENT RIGHTS**

**RECEIVED**

**JUN 02 2003**

**AKZO NOBEL N.V.**, a corporation organized and existing under the laws of The **OFFICE OF PETITIONS**  
Netherlands, having a place of business at Velperweg 76, 6824 BM Arnhem, The Netherlands  
(hereinafter called "Assignor"), hereby assigns certain patent rights to **Introgene B.V.**, a  
corporation organized and existing under the laws of The Netherlands, having a place of business  
at Wassenaarseweg 72, Leiden, 2301 CA Leiden, The Netherlands (hereinafter called the  
"Assignee"):

**WHEREAS** Assignor is the owner of the following Application:

**APPLICATION:**

*09/214,836*  
**Patent Application Serial No.: ~~Not yet assigned~~**  
**As Attorney Docket No. VEOC.002.00US**

**Filed: January 11, 1999**

**Title: MELONOMA ASSOCIATED PEPTIDE ANALOGUES AND VACCINES  
AGAINST MELONOMA**

**AND WHEREAS** Assignor has agreed with Assignee for the transfer to it of the whole  
right, title and interest in and to said Applications and inventions therein,

**NOW THIS ASSIGNMENT WITNESSETH** that in pursuance of said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee said inventions, said Application and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or extensions of said Application or Letters Patent, and all rights under International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, **TO HOLD** the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

**ASSIGNOR** hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreement inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that

any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent, to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 1999.

Assignor: AKZO NOBEL N.V.

By: \_\_\_\_\_

Printed Name: P. C. Schalkwijk P. H. van Deursen

Printed Title: Holders of Proxy

Assignee: INTROGENE B.V.

By: \_\_\_\_\_

Printed Name: D. VALERIO

Printed Title: PRESIDENT AND CEO

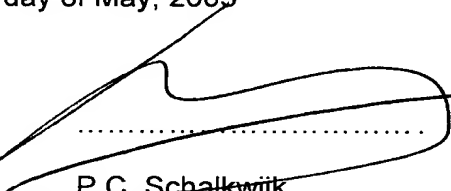
## STATEMENT

The undersigned hereby declares that Akzo Nobel N.V. and IntroGene B.V. reached an agreement in 1999 in which all rights to all patents, patent applications, continuations, national and regional phase entries, divisionals, etcetera accruing from the European priority document EP 96201945.1 (filed July 11, 1996) and therefore also the rights under US Patent Application No. 09/214,836 would transfer from Akzo Nobel N.V. to IntroGene B.V.


Although the Assignment form for 09/214,836 has been fully executed only recently, it was the original intention to have all Assignment forms signed in 1999.

This 19<sup>th</sup> day of May, 2003

By:

Name:   
P.C. Schalkwijk  
Director Intellectual Property  
Akzo Nobel N.V.

Holder of Proxy

  
.....

P.H. van Deursen  
Senior Patent Attorney  
Akzo Nobel N.V.

Holder of Proxy



# ALLEN & OVERY

## AMENDMENT OF THE ARTICLES OF ASSOCIATION OF: **IntroGene B.V.**

(new name: Crucell Holland B.V.)  
having its official seat in Leiden  
Deed of 25 October 2002

### CONTENTS:

- certified copy of the deed of amendment of the Articles of Association of IntroGene B.V. (new name: Crucell Holland B.V.), executed on 25 October 2002, before Robert Jan Jozef Lijdsman, civil law notary in Amsterdam;
- English office translation of the Articles of Association after this amendment.

## STATEMENT ABOUT ARTICLES OF ASSOCIATION

Robert Jan Jozef Lijdsman, civil law notary in Amsterdam,

hereby declares:

the attached document is a fair English translation of the Articles of Association of:

**Crucell Holland B.V.**  
(formerly named: IntroGene B.V.)  
having its official seat in Leiden

as they read after execution of the deed of amendment on 25 October 2000 before me, civil law notary aforementioned, ministerial Statement of No Objections number B.V. 451662.

Crucell Holland B.V. is a private limited liability company under Dutch law (*'besloten vennootschap met beperkte aansprakelijkheid'*), having its office address at Archimedesweg 4, 2333 CN Leiden and registered in the Commercial Register under number 28074607.

In preparing the attached document, an attempt has been made to translate as literally as possible without jeopardizing the overall continuity of the text. Inevitably, however, differences may occur in translation, and if they do, the Dutch text will by law govern.

In the attached document, Dutch legal concepts are expressed in English terms and not in their original Dutch terms; the concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

Amsterdam, 12 July 2002.



*[Handwritten signature]*